

The complaint

Mrs B and Mr H have complained that Ageas Insurance Limited unfairly declined part of a claim for storm damage under a home insurance policy.

What happened

Mrs B and Mr H contacted Ageas when they found damage to their home following a storm. Ageas accepted the claim, but said it wouldn't pay for damage to fences and gates as these weren't covered by the policy. When Mrs B and Mr H complained, Ageas confirmed that the policy didn't cover damage to gates and fences.

So, Mrs B and Mr H complained to this service. Our investigator didn't uphold the complaint. She said Ageas had acted in line with the terms and conditions of the policy.

As Mrs B and Mr H didn't agree, the complaint was referred to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I don't uphold this complaint. I will explain why.

I should note that I'm aware Mrs B and Mr H don't agree with the amount Ageas has paid for the damage covered as part of the claim. However, I'm only looking at Ageas' actions up to when it issued the response to the complaint, which dealt with its decision not to pay for the damage to the gates and fences. Mrs B and Mr H would need to complain to Ageas about the settlement amount offered.

Ageas accepted the claim for storm damage and hasn't disputed that there was damage to the gates and fences. The issue is whether it was fair for Ageas to decline to cover damage to the fences and gates.

Looking at the wording of the policy, in the Storm section it had an exclusion that said: "*We won't cover you for damage to gates and fences*". So, I think the policy explained that the storm peril didn't include cover for fences and gates.

It's my understanding that at least some of the fence was damaged when a tree fell on it. So, I've also looked at the part of the policy that covered damage caused by moving objects, which the policy said included falling trees. This part of the policy had an exclusion that said: "*We also won't pay for damage to hedges, gates and fences*". So, I think this part of the policy also explained it didn't provide cover for fences and gates.

It is common for home insurance policies to contain an exclusion for damage to gates and fences. So, I also don't think the policy terms are unusual.

I'm aware that at one point during the claim, Ageas said the damage to the fence might be covered under the moving object part of the policy. However, following a review, it identified this wasn't the case. I can understand this would have disappointed Mrs B and Mr H, but Ageas made a mistake, which it then corrected. I can't fairly require Ageas to pay for damage that isn't covered by the policy.

So, thinking about all of the above, I don't uphold this complaint or require Ageas to do anything further in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr H to accept or reject my decision before 29 August 2022.

Louise O'Sullivan
Ombudsman